

Sample Maintenance Covenant for Bioretention**DECLARATION OF COVENANTS****For Storm and Surface Water Facility, and Integrated Management System Maintenance**

This DECLARATION OF COVENANTS, made this _____ day of _____, 20____, by _____ hereinafter referred to as the “Covenantor(s)” to and for the benefit of Prince George’s County, Maryland and its successors and assigns hereinafter referred to as the “County”.

WITNESSETH:

WHEREAS, the County is authorized and required to regulate the control the disposition of storm and surface waters within the County’s Stormwater management District set forth in (Prince George’s County, Council Bill 67, effective January 28, 2002 and

WHEREAS, Covenantor(s) is (are) the owner(s) of a certain tract or parcel of land more particularly described as:

_____ being all or part of the land which it acquired by deed dated _____ from _____ grantors, and recorded among the Land Records of (governing body), in Liber _____ at Folio _____ such property being hereinafter referred to as the “the property”; and

WHEREAS, the Covenantor(s) desires to construct certain improvements on its p5roperty which will alter the extent of storm and surface water flow conditions on both the property and adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipate changes in existing storm and surface water flow conditions, the Covenantor(s) desires to build and maintain at its expense, as storm and surface water management facility and system more particularly described and shown on plans titled

And further identified under approval number _____;
and

WHEREAS, the County has reviewed and approved these plans subject to the execution of this agreement.

NOW THEREFORE, in consideration of the benefits received by the Covenantor(s), as a result of the County approval of this plans, Covenantor(s), with full authority to execute deeds, mortgages, other covenants, and all rights, title and interest in the property described above do hereby covenant with the County as follows:

1. Covenantor(s) shall construct and perpetually maintain, at its sole expense, the above-referenced storm and surface management facility and system in strict accordance with the plan approval granted by the County.
2. Covenantor(s) shall, at its sole expense, make such changes or modifications to the storm drainage facility and system as may, in the County discretion, be determined necessary to ensure that the facility and system is properly maintained and continues to operate as designed and approved.
3. The County, its agents, employees and contractors shall have the perpetual right of ingress and egress over the property of the Covenantor(s) and the right to inspect at reasonable times and in reasonable manner, the storm and surface water facility and system in order to ensure that the system is being properly maintained and is continuing to perform in an adequate manner.
4. The Covenantor(s) agrees that should it fail to correct any defects in the above-described facility and system within ten (10) days from the issuance of written notice, or shall fail to maintain the facility in accordance with the approved design standards and with the law and applicable executive regulation or, in the event of an emergency as determined by the County in its sole discretion, the County is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as County deems necessary. The County shall then assess the Covenantor(s) and/or all landowners served by the facility for the cost of the work, both direct and indirect, and applicable penalties. Said assessment shall be a lien against all properties served by the facility and may be placed on the property tax bills of said properties and collected as ordinary taxes by the County.
5. Covenantor (s) shall indemnify, save harmless and defend the County from and against any and all claims, demands, suits, liabilities, losses, damages and payments including attorney fees claimed or made by persons not parties to this Declaration against the County that are alleged or proven to result or arise from the Covenantor(s) construction, operation, or maintenance of the storm and surface water facility and system that is the subject of this Covenant.
6. The covenants contained herein shall run with the land and the Covenantor(s) further agrees that whenever the property shall be held, sold and/or conveyed, it shall be subject to the covenants, stipulations, agreements and provisions of this Declaration, which shall apply to, bind and be obligatory upon the Covenantor(s) hereto, its heirs successors and assigns and shall bind all present and subsequent owner's of the property served by the facility.
7. The Covenantor(s) shall promptly notify the County when the Covenantor(s) legally transfers any of the Covenantor(s) responsibilities for the facility. The Covenantor(s) shall supply the County with a copy of any document of transfer, executed by both parties.

Seen and approved: _____